

EXHIBIT B

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1 Arby Aiawazian (SBN 269827)
2 *aa@calljustice.com*
3 **LAWYERS for JUSTICE, PC**
410 West Arden Avenue, Suite 203
3 Glendale, California 91203
4 Tel: (818) 265-1020 / Fax: (818) 265-1021
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Superior Court of California
County of Santa Barbara
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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

JOSHUA CAHILL, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

vs.

MARRIOTT INTERNATIONAL, INC., a
Delaware corporation; RESIDENCE INN BY
MARRIOTT, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 24CV02395

**CLASS ACTION COMPLAINT FOR
DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

DEMAND FOR JURY TRIAL

1 COMES NOW, Plaintiff JOSHUA CAHILL ("Plaintiff"), individually, and on behalf of
2 other members of the general public similarly situated, and alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to the California Code of Civil Procedure
5 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal
6 jurisdiction limits of the Superior Court and will be established according to proof at trial. The
7 "amount in controversy" for the named Plaintiff, including but not limited to claims for
8 compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of
9 attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

10 2. This Court has jurisdiction over this action pursuant to the California
11 Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all
12 other causes" except those given by statute to other courts. The statutes under which this
13 action is brought do not specify any other basis for jurisdiction.

14 3. This Court has jurisdiction over Defendants because, upon information and
15 belief, Defendants are citizens of California, have sufficient minimum contacts in California,
16 or otherwise intentionally avail themselves of the California market so as to render the exercise
17 of jurisdiction over them by California courts consistent with traditional notions of fair play
18 and substantial justice.

19 4. Venue is proper in this Court because, upon information and belief, Defendants
20 maintain offices, have agents, employ individuals, and/or transact business in the State of
21 California, County of Santa Barbara. The majority of acts and omissions alleged herein relating
22 to Plaintiff and the other class members took place in the State of California, including the
23 County of Santa Barbara.

24 **PARTIES**

25 5. Plaintiff JOSHUA CAHILL is an individual residing in the State of California,
26 County of Santa Barbara.

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1 6. Defendant MARRIOTT INTERNATIONAL, INC., at all times herein
2 mentioned, was and is, upon information and belief, an employer whose employees are
3 engaged throughout the State of California, including the County of Santa Barbara.

4 7. Defendant RESIDENCE INN BY MARRIOTT, LLC, at all times herein
5 mentioned, was and is, upon information and belief, an employer whose employees are engaged
6 throughout the State of California, including the County of Santa Barbara.

7 8. At all relevant times, Defendant MARRIOTT INTERNATIONAL, INC. and
8 Defendant RESIDENCE INN BY MARRIOTT, LLC were the “employer” of Plaintiff within
9 the meaning of all applicable California laws and statutes.

10 9. At all times herein relevant, Defendants MARRIOTT INTERNATIONAL, INC.,
11 RESIDENCE INN BY MARRIOTT, LLC, and DOES 1 through 100, and each of them, were
12 the agents, partners, joint venturers, joint employers, representatives, servants, employees,
13 successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times
14 relevant hereto were acting within the course and scope of their authority as such agents,
15 partners, joint venturers, joint employers, representatives, servants, employees, successors,
16 co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with
17 the ratification, knowledge, permission, encouragement, authorization and/or consent of each
18 defendant designated as a DOE herein.

19 10. The true names and capacities, whether corporate, associate, individual or
20 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
21 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
22 information and belief alleges, that each of the defendants designated as a DOE is legally
23 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
24 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
25 Plaintiff will seek leave of court to amend this Complaint to show the true names and
26 capacities when the same have been ascertained.

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1 11. Defendant MARRIOTT INTERNATIONAL, INC., RESIDENCE INN BY
2 MARRIOTT, LLC, and DOES 1 through 100 will hereinafter collectively be referred to as .
3 "Defendants."

4 12. Plaintiff further alleges that Defendants directly or indirectly controlled or
5 affected the working conditions, wages, working hours, and conditions of employment of
6 Plaintiff and the other class members so as to make each of said Defendants employers liable
7 under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

9 13. Plaintiff bring this action on his own behalf and on behalf of all other members
10 of the general public similarly situated, and, thus, seeks class certification under California
11 Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

13 All current and former hourly-paid or non-exempt employees who worked for
14 any of the Defendants within the State of California at any time during the
15 period from four years preceding the filing of this Complaint to final judgment
16 and who reside in California.

17 Subclass A: All class members who received overtime compensation at a rate
18 lower than their respective regular rate of pay because Defendants failed to
19 include all shift differential pay/commissions/non-discretionary bonuses/non-
20 discretionary performance pay in the calculation of the regular rate of pay for
21 overtime pay purposes.

22 Subclass B: All class members who were subject to Defendants' practice of
23 rounding time recorded for purposes of calculating compensation for time
24 worked or for calculating meal periods.

25 15. Plaintiff reserves the right to establish additional subclasses as appropriate.

26 16. The class is ascertainable and there is a well-defined community of interest in
27 the litigation:

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- 1 a. Numerosity: The class members are so numerous that joinder of all class
2 members is impracticable. The membership of the entire class is
3 unknown to Plaintiff at this time; however, the class is estimated to be
4 greater than fifty (50) individuals and the identity of such membership is
5 readily ascertainable by inspection of Defendants' employment records.
- 6 b. Typicality: Plaintiff's claims are typical of all other class members' as
7 demonstrated herein. Plaintiff will fairly and adequately protect the
8 interests of the other class members with whom he has a well-defined
9 community of interest.
- 10 c. Adequacy: Plaintiff will fairly and adequately protect the interests of
11 each class member, with whom he has a well-defined community of
12 interest and typicality of claims, as demonstrated herein. Plaintiff has no
13 interest that is antagonistic to the other class members. Plaintiff's
14 attorneys, the proposed class counsel, are versed in the rules governing
15 class action discovery, certification, and settlement. Plaintiff has
16 incurred, and during the pendency of this action will continue to incur,
17 costs and attorneys' fees, that have been, are, and will be necessarily
18 expended for the prosecution of this action for the substantial benefit of
19 each class member.
- 20 d. Superiority: A class action is superior to other available methods for the
21 fair and efficient adjudication of this litigation because individual joinder
22 of all class members is impractical.
- 23 e. Public Policy Considerations: Certification of this lawsuit as a class
24 action will advance public policy objectives. Employers of this great
25 state violate employment and labor laws every day. Current employees
26 are often afraid to assert their rights out of fear of direct or indirect
27 retaliation. However, class actions provide the class members who are
28 not named in the complaint anonymity that allows for the vindication of

their rights.

17. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;
- d. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as

1 required by the California Labor Code, including, *inter alia*, section
2 1174(d);

3 j. Whether Defendants failed to reimburse Plaintiff and the other class
4 members for necessary business-related expenses and costs;
5 k. Whether Defendants' conduct was willful or reckless;
6 l. Whether Defendants engaged in unfair business practices in violation of
7 California Business & Professions Code section 17200, et seq.;
8 m. The appropriate amount of damages, restitution, and/or monetary
9 penalties resulting from Defendants' violation of California law; and
10 n. Whether Plaintiff and the other class members are entitled to
11 compensatory damages pursuant to the California Labor Code.

12 **GENERAL ALLEGATIONS**

13 18. At all relevant times set forth herein, Defendants employed Plaintiff and other
14 persons as hourly-paid or non-exempt employees within the State of California, including the
15 County of Santa Barbara.

16 19. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-
17 exempt employee, in October 2023, in the State of California, County of Santa Barbara.

18 20. Defendants hired Plaintiff and the other class members, classified them as
19 hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and
20 missed meal periods and/or rest breaks.

21 21. Defendants had the authority to hire and terminate Plaintiff and the other class
22 members, to set work rules and conditions governing Plaintiff's and the other class members'
23 employment, and to supervise their daily employment activities.

24 22. Defendants exercised sufficient authority over the terms and conditions of
25 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff
26 and the other class members.

27 23. Defendants directly hired and paid wages and benefits to Plaintiff and the other
28 class members.

1 24. Defendants continue to employ hourly-paid or non-exempt employees within the
2 State of California.

3 25. Plaintiff and the other class members worked over eight (8) hours in a day,
4 and/or forty (40) hours in a week during their employment with Defendants.

5 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
7 employees within the State of California. This pattern and practice involved, *inter alia*, failing
8 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest
9 breaks in violation of California law.

10 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knew or should have known that Plaintiff and the other class members were entitled to receive
12 certain wages for overtime compensation and that they were not receiving accurate overtime
13 compensation for all overtime hours worked.

14 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 failed to use the shift differential pay/commissions/non-discretionary bonuses/non-discretionary
16 performance pay to calculate the regular rate of pay used to calculate the overtime rate for the
17 payment of overtime wages where Plaintiff and the other class members earned shift differential
18 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
19 wages in the same workweek.

20 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 failed to provide Plaintiff and the other class members all required rest and meal periods during
22 the relevant time period as required under the Industrial Welfare Commission Wage Orders
23 and thus they are entitled to any and all applicable penalties.

24 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members were entitled to receive
26 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class
27 member's regular rate of pay when a meal period was missed, and they did not receive all meal
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1 periods or payment of one additional hour of pay at Plaintiff's and the other class member's
2 regular rate of pay when a meal period was missed.

3 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 knew or should have known that Plaintiff and the other class members were entitled to receive
5 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class
6 member's regular rate of pay when a rest period was missed, and they did not receive all rest
7 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
8 regular rate of pay when a rest period was missed.

9 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to receive
11 at least minimum wages for compensation and that they were not receiving at least minimum
12 wages for all hours worked.

13 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 rounded the work time recorded by Plaintiff and the other class members in a manner that was
15 not fair and neutral on its face and/or that favored Defendants over time, resulting in Plaintiff and
16 the other class members being underpaid for their time worked.

17 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members were entitled to receive
19 all wages owed to them upon discharge or resignation, including overtime and minimum wages
20 and meal and rest period premiums, and they did not, in fact, receive all such wages owed to
21 them at the time of their discharge or resignation.

22 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to receive
24 all wages owed to them during their employment. Plaintiff and the other class members did
25 not receive payment of all wages, including overtime and minimum wages and meal and rest
26 period premiums, within any time permissible under California Labor Code section 204.

27 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiff and the other class members were entitled to receive

1 complete and accurate wage statements in accordance with California law, but, in fact, they did
2 not receive complete and accurate wage statements from Defendants. The deficiencies
3 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the
4 other class members.

5 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that Defendants had to keep complete and accurate payroll records
7 for Plaintiff and the other class members in accordance with California law, but, in fact, did
8 not keep complete and accurate payroll records.

9 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members were entitled to
11 reimbursement for necessary business-related expenses.

12 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that they had a duty to compensate Plaintiff and the other class
14 members pursuant to California law, and that Defendants had the financial ability to pay such
15 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
16 represented to Plaintiff and the other class members that they were properly denied wages, all
17 in order to increase Defendants' profits.

18 40. During the relevant time period, Defendants failed to pay overtime wages to
19 Plaintiff and the other class members for all overtime hours worked. Plaintiff and the other
20 class members were required to work more than eight (8) hours per day and/or forty (40) hours
21 per week without overtime compensation for all overtime hours worked.

22 41. During the relevant time period, Defendants failed to use the shift differential
23 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the
24 regular rate of pay used to calculate the overtime rate for the payment of overtime wages where
25 Plaintiff and the other class members earned shift differential pay/commissions/non-
26 discretionary bonuses/non-discretionary performance pay and overtime wages in the same
27 workweek.

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1 42. During the relevant time period, Defendants failed to provide all requisite
2 uninterrupted meal and rest periods to Plaintiff and the other class members.

3 43. During the relevant time period, Defendants failed to pay Plaintiff and the other
4 class members at least minimum wages for all hours worked.

5 44. During the relevant time period, Defendants rounded the work time recorded by
6 Plaintiff and the other class members in a manner that was not fair and neutral on its face and/or
7 that favored Defendants over time, resulting in Plaintiff and the other class members being
8 underpaid for their time worked.

9 45. During the relevant time period, Defendants failed to pay Plaintiff and the other
10 class members all wages owed to them upon discharge or resignation.

11 46. During the relevant time period, Defendants failed to pay Plaintiff and the other
12 class members all wages within any time permissible under California law, including, *inter*
13 *alia*, California Labor Code section 204.

14 47. During the relevant time period, Defendants failed to provide complete or
15 accurate wage statements to Plaintiff and the other class members.

16 48. During the relevant time period, Defendants failed to keep complete or accurate
17 payroll records for Plaintiff and the other class members.

18 49. During the relevant time period, Defendants failed to reimburse Plaintiff and the
19 other class members for all necessary business-related expenses and costs.

20 50. During the relevant time period, Defendants failed to properly compensate
21 Plaintiff and the other class members pursuant to California law in order to increase
22 Defendants' profits.

23 51. California Labor Code section 218 states that nothing in Article 1 of the Labor
24 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty
25 due to him [or her] under this article."

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FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against MARRIOTT INTERNATIONAL, INC.,

RESIDENCE INN BY MARRIOTT, LLC, and DOES 1 through 100)

52. Plaintiff incorporates by reference the allegations contained in Paragraphs 1
through 51, and each and every part thereof with the same force and effect as though fully set
forth herein.

8 53. California Labor Code section 1198 and the applicable Industrial Welfare
9 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
10 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
11 rate of pay, depending on the number of hours worked by the person on a daily or weekly
12 basis.

13 54. Specifically, the applicable IWC Wage Order provides that Defendants are and
14 were required to pay Plaintiff and the other class members employed by Defendants, and
15 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
16 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more
17 than forty (40) hours in a workweek.

18 55. The applicable IWC Wage Order further provides that Defendants are and were
19 required to pay Plaintiff and the other class members overtime compensation at a rate of two
20 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

21 56. California Labor Code section 510 codifies the right to overtime compensation
22 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours
23 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day
24 of work, and to overtime compensation at twice the regular hourly rate for hours worked in
25 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day
26 of work.

27 57. During the relevant time period, Plaintiff and the other class members worked in
28 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

1 58. During the relevant time period, Defendants intentionally and willfully failed to
2 pay overtime wages owed to Plaintiff and the other class members.

3 59. Defendants' failure to pay Plaintiff and the other class members the unpaid
4 balance of overtime compensation, as required by California laws, violates the provisions of
5 California Labor Code sections 510 and 1198, and is therefore unlawful.

6 60. Pursuant to California Labor Code section 1194, Plaintiff and the other class
7 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
8 attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against MARRIOTT INTERNATIONAL, INC.,

RESIDENCE INN BY MARRIOTT, LLC, and DOES 1 through 100)

13 61. Plaintiff incorporates by reference the allegations contained in paragraphs 1
14 through 60, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

16 62. At all relevant times, the IWC Order and California Labor Code sections 226.7
17 and 512(a) were applicable to Plaintiff's and the other class members' employment by
18 Defendants.

19 63. At all relevant times, California Labor Code section 226.7 provides that no
20 employer shall require an employee to work during any meal or rest period mandated by an
21 applicable order of the California IWC.

22 64. At all relevant times, the applicable IWC Wage Order and California Labor
23 Code section 512(a) provide that an employer may not require, cause or permit an employee to
24 work for a work period of more than five (5) hours per day without providing the employee
25 with a meal period of not less than thirty (30) minutes, except that if the total work period per
26 day of the employee is no more than six (6) hours, the meal period may be waived by mutual
27 consent of both the employer and employee.

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1 65. At all relevant times, the applicable IWC Wage Order and California Labor
2 Code section 512(a) further provide that an employer may not require, cause or permit an
3 employee to work for a work period of more than ten (10) hours per day without providing the
4 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except
5 that if the total hours worked is no more than twelve (12) hours, the second meal period may
6 be waived by mutual consent of the employer and the employee only if the first meal period
7 was not waived.

8 66. During the relevant time period, Plaintiff and the other class members who were
9 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
10 their legally-mandated meal periods by mutual consent, were required to work for periods
11 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
12 minutes and/or rest period.

13 67. During the relevant time period, Plaintiff and the other class members who were
14 scheduled to work for a period of time in excess of six (6) hours were required to work for
15 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
16 (30) minutes and/or rest period.

17 68. During the relevant time period, Defendants intentionally and willfully required
18 Plaintiff and the other class members to work during meal periods and failed to compensate
19 Plaintiff and the other class members the full meal period premium for work performed during
20 meal periods.

21 69. During the relevant time period, Defendants failed to pay Plaintiff and the other
22 class members the full meal period premium due pursuant to California Labor Code section
23 226.7.

24 70. Defendants' conduct violates applicable IWC Wage Order and California Labor
25 Code sections 226.7 and 512(a).

26 71. Pursuant to applicable IWC Wage Order and California Labor Code section
27 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
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1 additional hour of pay at the employee's regular rate of compensation for each work day that
2 the meal or rest period is not provided.

3 **THIRD CAUSE OF ACTION**

4 **(Violation of California Labor Code § 226.7)**

5 **(Against MARRIOTT INTERNATIONAL, INC.,**

6 **RESIDENCE INN BY MARRIOTT, LLC, and DOES 1 through 100)**

7 72. Plaintiff incorporates by reference the allegations contained in paragraphs 1
8 through 71, and each and every part thereof with the same force and effect as though fully set
9 forth herein.

10 73. At all times herein set forth, the applicable IWC Wage Order and California
11 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'
12 employment by Defendants.

13 74. At all relevant times, California Labor Code section 226.7 provides that no
14 employer shall require an employee to work during any rest period mandated by an applicable
15 order of the California IWC.

16 75. At all relevant times, the applicable IWC Wage Order provides that "[e]very
17 employer shall authorize and permit all employees to take rest periods, which insofar as
18 practicable shall be in the middle of each work period" and that the "rest period time shall be
19 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
20 hours or major fraction thereof" unless the total daily work time is less than three and one-half
21 (3 1/2) hours.

22 76. During the relevant time period, Defendants required Plaintiff and other class
23 members to work four (4) or more hours without authorizing or permitting a ten (10) minute
24 rest period per each four (4) hour period worked.

25 77. During the relevant time period, Defendants willfully required Plaintiff and the
26 other class members to work during rest periods and failed to pay Plaintiff and the other class
27 members the full rest period premium for work performed during rest periods.

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1 78. During the relevant time period, Defendants failed to pay Plaintiff and the other
2 class members the full rest period premium due pursuant to California Labor Code section
3 226.7.

4 79. Defendants' conduct violates applicable IWC Wage Orders and California
5 Labor Code section 226.7.

6 80. Pursuant to the applicable IWC Wage Orders and California Labor Code section
7 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
8 additional hour of pay at the employees' regular hourly rate of compensation for each work
9 day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against MARRIOTT INTERNATIONAL, INC.,

RESIDENCE INN BY MARRIOTT, LLC, and DOES 1 through 100)

14 81. Plaintiff incorporates by reference the allegations contained in paragraphs 1
15 through 80, and each and every part thereof with the same force and effect as though fully set
16 forth herein.

17 82. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
18 provide that the minimum wage to be paid to employees, and the payment of a lesser wage
19 than the minimum so fixed is unlawful.

20 83. During the relevant time period, Defendants failed to pay minimum wage to
21 Plaintiff and the other class members as required, pursuant to California Labor Code sections
22 1194, 1197 and 1197.1

23 84. Defendants' failure to pay Plaintiff and the other class members the minimum
24 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
25 those sections Plaintiff and the other class members are entitled to recover the unpaid balance
26 of their minimum wage compensation as well as interest, costs, and attorney's fees, and
27 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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1 85. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
2 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
3 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
4 minimum wages.

5 86. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
6 members are entitled to recover liquidated damages in an amount equal to the wages
7 unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against MARRIOTT INTERNATIONAL, INC.,

RESIDENCE INN BY MARRIOTT, LLC, and DOES 1 through 100)

12 87. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13 through 86, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 88. At all relevant times herein set forth, California Labor Code sections 201 and
16 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
17 time of discharge are due and payable immediately, and if an employee quits his or her
18 employment, his or her wages shall become due and payable not later than seventy-two (72)
19 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her
20 intention to quit, in which case the employee is entitled to his or her wages at the time of
21 quitting.

22 89. During the relevant time period, Defendants intentionally and willfully failed to
23 pay Plaintiff and the other class members who are no longer employed by Defendants their
24 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

25 90. Defendants' failure to pay Plaintiff and the other class members who are no
26 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
27 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
28 201 and 202.

1 91. California Labor Code section 203 provides that if an employer willfully fails to
2 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
3 shall continue as a penalty from the due date thereof at the same rate until paid or until an
4 action is commenced; but the wages shall not continue for more than thirty (30) days.

5 92. Plaintiff and the other class members are entitled to recover from Defendants the
6 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
7 pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against MARRIOTT INTERNATIONAL, INC.,

RESIDENCE INN BY MARRIOTT, LLC, and DOES 1 through 100)

12 93. Plaintiff incorporates by reference the allegations contained in paragraphs 1
13 through 92, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 94. At all times herein set forth, California Labor Code section 204 provides that all
16 wages earned by any person in any employment between the 1st and 15th days, inclusive, of
17 any calendar month, other than those wages due upon termination of an employee, are due and
18 payable between the 16th and the 26th day of the month during which the labor was
19 performed.

20 95. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned by any person in any employment between the 16th and the last day, inclusive,
22 of any calendar month, other than those wages due upon termination of an employee, are due
23 and payable between the 1st and the 10th day of the following month.

24 96. At all times herein set forth, California Labor Code section 204 provides that all
25 wages earned for labor in excess of the normal work period shall be paid no later than the
26 payday for the next regular payroll period.

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1 97. During the relevant time period, Defendants intentionally and willfully failed to
2 pay Plaintiff and the other class members all wages due to them, within any time period
3 permissible under California Labor Code section 204.

4 98. Plaintiff and the other class members are entitled to recover all remedies
5 available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against MARRIOTT INTERNATIONAL, INC.,

RESIDENCE INN BY MARRIOTT, LLC, and DOES 1 through 100)

10 99. Plaintiff incorporates by reference the allegations contained in paragraphs 1
11 through 98, and each and every part thereof with the same force and effect as though fully set
12 forth herein.

13 100. At all material times set forth herein, California Labor Code section 226(a)
14 provides that every employer shall furnish each of his or her employees an accurate itemized
15 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
16 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
17 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
18 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
19 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
20 his or her social security number, (8) the name and address of the legal entity that is the
21 employer, and (9) all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate by the employee. The deductions
23 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
24 showing the month, day, and year, and a copy of the statement or a record of the deductions
25 shall be kept on file by the employer for at least three years at the place of employment or at a
26 central location within the State of California.

27 101. Defendants have intentionally and willfully failed to provide Plaintiff and the
28 other class members with complete and accurate wage statements. The deficiencies include,

1 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
2 the other class members.

3 102. As a result of Defendants' violation of California Labor Code section 226(a),
4 Plaintiff and the other class members have suffered injury and damage to their statutorily-
5 protected rights.

6 103. More specifically, Plaintiff and the other class members have been injured by
7 Defendants' intentional and willful violation of California Labor Code section 226(a) because
8 they were denied both their legal right to receive, and their protected interest in receiving,
9 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

10 104. Plaintiff and the other class members are entitled to recover from Defendants the
11 greater of their actual damages caused by Defendants' failure to comply with California Labor
12 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
13 employee.

14 105. Plaintiff and the other class members are also entitled to injunctive relief to
15 ensure compliance with this section, pursuant to California Labor Code section 226(h).

16 **EIGHTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 1174(d))**

18 **(Against MARRIOTT INTERNATIONAL, INC.,**

19 **RESIDENCE INN BY MARRIOTT, LLC, and DOES 1 through 100)**

20 106. Plaintiff incorporates by reference the allegations contained in paragraphs 1
21 through 105, and each and every part thereof with the same force and effect as though fully set
22 forth herein.

23 107. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
24 central location in the state or at the plants or establishments at which employees are
25 employed, payroll records showing the hours worked daily by and the wages paid to, and the
26 number of piece-rate units earned by and any applicable piece rate paid to, employees
27 employed at the respective plants or establishments. These records shall be kept in accordance
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1 with rules established for this purpose by the commission, but in any case shall be kept on file
2 for not less than two years.

3 108. Defendants have intentionally and willfully failed to keep accurate and complete
4 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
5 class members.

6 109. As a result of Defendants' violation of California Labor Code section 1174(d),
7 Plaintiff and the other class members have suffered injury and damage to their statutorily-
8 protected rights.

9 110. More specifically, Plaintiff and the other class members have been injured by
10 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
11 they were denied both their legal right and protected interest, in having available, accurate and
12 complete payroll records pursuant to California Labor Code section 1174(d).

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against MARRIOTT INTERNATIONAL, INC.,

RESIDENCE INN BY MARRIOTT, LLC, and DOES 1 through 100)

17 111. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 110, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

112. Pursuant to California Labor Code sections 2800 and 2802, an employer must
reimburse its employee for all necessary expenditures incurred by the employee in direct
consequence of the discharge of his or her job duties or in direct consequence of his or her
obedience to the directions of the employer.

24 113. Plaintiff and the other class members incurred necessary business-related
25 expenses and costs that were not fully reimbursed by Defendants.

26 114. Defendants have intentionally and willfully failed to reimburse Plaintiff and the
27 other class members for all necessary business-related expenses and costs.

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1 115. Plaintiff and the other class members are entitled to recover from Defendants
2 their business-related expenses and costs incurred during the course and scope of their
3 employment, plus interest accrued from the date on which the employee incurred the necessary
4 expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, et seq.)

(Against MARRIOTT INTERNATIONAL, INC.,

RESIDENCE INN BY MARRIOTT, LLC, and DOES 1 through 100)

9 116. Plaintiff incorporates by reference the allegations contained in paragraphs 1
10 through 115, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 117. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
13 unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants'
14 competitors. Accordingly, Plaintiff seek to enforce important rights affecting the public
15 interest within the meaning of Code of Civil Procedure section 1021.5.

16 118. Defendants' activities as alleged herein are violations of California law, and
17 constitute unlawful business acts and practices in violation of California Business &
18 Professions Code section 17200, et seq.

19 119. A violation of California Business & Professions Code section 17200, et seq.
20 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
21 policies and practices of requiring employees, including Plaintiff and the other class members,
22 to work overtime without paying them proper compensation violate California Labor Code
23 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
24 employees, including Plaintiff and the other class members, to work through their meal and
25 rest periods without paying them proper compensation violate California Labor Code sections
26 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
27 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
28 practices of failing to timely pay wages to Plaintiff and the other class members violate

1 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
2 Code sections 226(a), 1174(d), 2800 and 2802.

3 120. As a result of the herein described violations of California law, Defendants
4 unlawfully gained an unfair advantage over other businesses.

5 121. Plaintiff and the other class members have been personally injured by
6 Defendants' unlawful business acts and practices as alleged herein, including but not
7 necessarily limited to the loss of money and/or property.

8 122. Pursuant to California Business & Professions Code sections 17200, et seq.,
9 Plaintiff and the other class members are entitled to restitution of the wages withheld and
10 retained by Defendants during a period that commences four years preceding the filing of this
11 Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section
12 1021.5 and other applicable laws; and an award of costs.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff, individually, and on behalf of other members of the general public similarly
15 situated, requests a trial by jury.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, individually, and on behalf of other members of the general
18 public similarly situated, prays for relief and judgment against Defendants, jointly and
19 severally, as follows:

20 **Class Certification**

21 1. That this action be certified as a class action;
22 2. That Plaintiff be appointed as the representative of the Class;
23 3. That counsel for Plaintiff be appointed as Class Counsel; and
24 4. That Defendants provide to Class Counsel immediately the names and most
25 current/last known contact information (address, e-mail and telephone numbers) of all class
26 members.

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As to the First Cause of Action

2 5. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
4 all overtime wages due to Plaintiff and the other class members;

5 6. For general unpaid wages at overtime wage rates and such general and special
6 damages as may be appropriate;

7 7. For pre-judgment interest on any unpaid overtime compensation commencing
8 from the date such amounts were due;

9 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
10 California Labor Code section 1194; and

11 9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

13 10. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
15 provide all meal periods (including second meal periods) to Plaintiff and the other class
16 members;

17 11. That the Court make an award to Plaintiff and the other class members of one
18 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
19 period was not provided;

20 12. For all actual, consequential, and incidental losses and damages, according to
21 proof;

22 13. For premium wages pursuant to California Labor Code section 226.7(c);

23 14. For pre-judgment interest on any unpaid wages from the date such amounts
24 were due;

25 15. For reasonable attorneys' fees and costs of suit incurred herein; and

26 16. For such other and further relief as the Court may deem just and proper.

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As to the Third Cause of Action

2 17. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
4 rest periods to Plaintiff and the other class members;

5 18. That the Court make an award to Plaintiff and the other class members of one
6 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
7 period was not provided;

8 19. For all actual, consequential, and incidental losses and damages, according to
9 proof;

10 20. For premium wages pursuant to California Labor Code section 226.7(c);

11 21. For pre-judgment interest on any unpaid wages from the date such amounts
12 were due; and

13 22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

15 23. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
17 Plaintiff and the other class members;

18 24. For general unpaid wages and such general and special damages as may be
19 appropriate;

20 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
21 for Plaintiff and the other class members in the amount as may be established according to
22 proof at trial;

23 26. For pre-judgment interest on any unpaid compensation from the date such
24 amounts were due;

25 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
26 California Labor Code section 1194(a);

27 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

28 29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

2 30. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
4 time of termination of the employment of Plaintiff and the other class members no longer
5 employed by Defendants;

6 31. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 32. For statutory wage penalties pursuant to California Labor Code section 203 for
9 Plaintiff and the other class members who have left Defendants' employ;

10 33. For pre-judgment interest on any unpaid compensation from the date such
11 amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

14 35. That the Court declare, adjudge and decree that Defendants violated California
15 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
16 by California Labor Code section 204 to Plaintiff and the other class members;

17 36. For all actual, consequential, and incidental losses and damages, according to
18 proof;

19 37. For pre-judgment interest on any unpaid compensation from the date such
20 amounts were due; and

38. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

23 39. That the Court declare, adjudge and decree that Defendants violated the record
24 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
25 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
26 wage statements thereto;

27 40. For actual, consequential and incidental losses and damages, according to proof;

28 41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

43. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiff and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

52. For such other and further relief as the Court may deem just and proper.

As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiff and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

1 54. For restitution of unpaid wages to Plaintiff and all the other class members and
2 all pre-judgment interest from the day such amounts were due and payable;

3 55. For the appointment of a receiver to receive, manage and distribute any and all
4 funds disgorged from Defendants and determined to have been wrongfully acquired by
5 Defendants as a result of violation of California Business and Professions Code sections
6 17200, et seq.;

7 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Code of Civil Procedure section 1021.5;

9 57. For injunctive relief to ensure compliance with this section, pursuant to
10 California Business and Professions Code sections 17200, et seq.; and

11 58. For such other and further relief as the Court may deem just and proper.

Dated: April 29, 2024

LAWYERS *for* JUSTICE, PC

Abby Amico

By: _____

Arby Aiwanian
Attorneys for Plaintiff